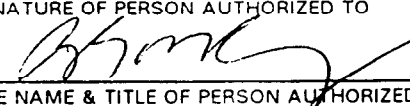


FEDERAL EMERGENCY MANAGEMENT AGENCY INTERAGENCY AGREEMENT			PAGE 1	OF 1
1. INTERAGENCY AGREEMENT NO. EME-1998-IA-0234	2. EFFECTIVE DATE 04-02-1998	3. PROJECT/REQUISITION NO. W336967Y		
ISSUED BY National Emergency Training Center Satellite Procurement Office 16825 South Seton Avenue Emmitsburg MD 21727		5. NAME, TITLE & PHONE NUMBER OF EACH GOVERNMENT PROJECT OFFICER FOR BOTH AGENCIES Sylvia Sutton (202) 646-2883 <div style="text-align: right;">(FEMA PO)</div>		
6. AGENCY PERFORMING SERVICE U.S. Army Corps of Engineers Attn: CEMP-R 20 Massachusetts Avenue, N.W. Washington DC 20314		Gloria Bell (202) 761-4789 <div style="text-align: right;">(Other Agency's Project Monitor)</div>		
7. PROJECT TITLE Underground Fuel Storage Tank Remediation Site Work				
8. PROJECT OBJECTIVE See Attached Statement of Work (SOW) and Memorandum of Agreement (MOA)				
9. PERFORMANCE PERIOD OF AGREEMENT April 2, 1998 through April 2, 1999				
10. ACCOUNTING AND APPROPRIATION DATA 98-3-3322-3300-2589-D OBLIGATE \$480,183.00 (F)			11. DOLLAR VALUE OF AGREEMENT \$480,183.00	
12. FUNDING (The Federal Emergency Management Agency agrees to advance/reimburse funds up to the dollar amount of this agreement, upon receipt of a properly executed Standard Form 1080 or 1081. The appropriate form must be executed in original and six copies, be identified with agreement number and accounting data, and transmitted to the following office for funds action.) <div style="text-align: center; margin: 10px 0;"> National Emergency Training Center Budget and Finance, E-104 16825 South Seton Avenue Emmitsburg, MD 21727 (OPAC 58-00-0002) </div> <p>FEMA shall reimburse the Agency cited in Block 6 of this form for expenses incurred in providing the requested services with the exception of those that may be caused by administrative error of the agency cited in Block 6 (for example, payment of interest to contractors due to late payment)</p> <p>(Any funds not utilized for the performance of the work described in this agreement must be returned to the Federal Emergency Management Agency.)</p>				
13. PURSUANT TO THE AUTHORITY OF Federal Civil Defense Act of 1950, as amended (50 USC 2251)				
(The Federal Emergency Management Agency may enter into this agreement. the person executing this agreement has a written delegation of authority to do so on behalf of the agency.)				
14. SIGNATURE OF PERSON AUTHORIZED TO SIGN	DATE	16. SIGNATURE OF PERSON AUTHORIZED TO SIGN	DATE	
			04-02-1998	
15. TYPE NAME & TITLE OF PERSON AUTHORIZED TO SIGN		17. TYPE NAME & TITLE OF PERSON AUTHORIZED TO SIGN		
		Bryan S. McCreary Contracting Officer FEDERAL EMERGENCY MANAGEMENT AGENCY		

ARTICLES
TO
INTERAGENCY AGREEMENT
EME-1998-IA-0234

I. PURPOSE

The U.S. Army Corps of Engineers (COE) and the Federal Emergency Management Agency (FEMA) hereby enter into an agreement for support from the COE in performing site remediation work on FEMA owned underground fuel storage tanks located throughout the U.S. and its territories.

II. AUTHORITY

Federal Civil Defense Act of 1950 as amended (50 U.S.C. 2251)

III. STATEMENT OF WORK AND SCHEDULE OF DELIVERABLES

The statement of work is included as an Attachment to this Interagency Agreement.

IV. ADMINISTRATION

Administration of this requirement is the responsibility of COE as dictated by, and in accordance with the "Supplemental Instructions" (SIs) developed by the COE and agreed to by FEMA. The COE is responsible for monitoring all work required for contract performance associated with the remediation work required at identified sites in accordance with the SIs.

V. PROJECT OFFICIALS

A. ROLES

1. The Project Manager (PM) is designated by the Servicing Agency and shall be that agency's principal official involved in the project. The PM is responsible for assuring performance of the services outlined in this Interagency Agreement and compliance with all its provisions. His/her primary interaction with the Requesting Agency for technical guidance shall be with the Project Officer.
2. The Project Officer (PO) shall be an official of the Requesting Agency. The PO designated shall be responsible for the review and monitoring of the tasks prescribed in the Statement of Work and as detailed in the Supplemental Instructions.

3. The Contracting Officer (CO) has full authority to negotiate, administer and execute all business matters of this Interagency Agreement. Further, should any changes to the scope, budget, schedule or any other terms of the agreement become necessary, only the CO shall have the authority to amend the Interagency Agreement.
- B. The PO does not have the authority to alter any obligations under this Interagency Agreement. He/she is not authorized to make any representations or commitments of any kind on behalf of the CO for the Requesting Agency. Any circumstances which may arise requiring a change in the terms of this Interagency Agreement shall be referred to the CO by the PO with his/her analysis and recommendations. The CO shall retain final authority to implement any changes to this Interagency Agreement.

C. IDENTIFICATION

1. The Project Manager is: Gloria Bell
(202) 761-4789
2. The Project Officer is: Sylvia Sutton
(202) 646-2883
3. The Contracting Officer is: Bryan S. McCreary
(301) 447-1058

VI. FUNDING

FEMA agrees to obligate the amount of funding identified in Block 10 of the FEMA Form 40-3 for the expressed purpose of accomplishing the work as described herein. The COE shall OPAC for level of funding required for work as identified in individual SIs, and in accordance with the MOA. Funds obligated via this IA shall be drawn upon and transferred to the COE as required by the SIs.

VII. PERIOD OF PERFORMANCE

The period of performance for this Interagency Agreement is from April 2, 1998, through April 2, 1999.

VIII. CANCELLATION OF INTERAGENCY AGREEMENT

Termination of this Agreement may be effected by either party upon 60 days written notice.

IX. CONTENT OF INTERAGENCY AGREEMENT

This Agreement consists of the following:

- A. FEMA Form 40-3
- B. Schedule of Articles I through IX
- C. Statement of Work
- D. Memorandum of Agreement

**Statement of Work
Completion of Fuel Storage Tank
Removal, Replacement, or Upgrades**

I. Purpose and Authority

This Statement of Work (SOW) commits the U.S. Department of the Army, U.S. Army Corps of Engineers (USACE) to furnish technical assistance to the Federal Emergency Management Agency (FEAM) in connection with FEMA's Underground Storage Tank (UST) Project (the Project) at Emergency Alert System (EAS) sites throughout the United States, and its territories. This SOW is for continued work that was entered into pursuant the Federal Civil Defense Act of 1950, as amended (50 U.S.C. § 2251), and the Departments of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1993 (P.L. 102-389).

The USACE will continue to provide all services required performing technical assistance in support of the UST Project at EAS sites. These services include a broad spectrum of investigation, design, project management, engineering, construction, environmental restoration, compliance, and waste management service. Upon FEMA's request and USACE's agreement, USACE may also provide other services relating to the project to FEMA. FEMA and its predecessor agencies have provided fuel storage at protected EAS stations to promote their ability to remain on the air during emergencies. Subject to the terms of this SOW, USACE will continue to provide services at EAS sites (approximately 150 privately owned sites) identified by FEMA as requiring removal, replacement, repair or retrofitting of USTs, including clean-up of contamination associated with leaks or spills from the tanks.

FEMA shall continue to provide USACE with written Supplemental Instructions (SI) which may group sites geographically and which shall include plans, specifications, and general schedules and cost estimates for the work to be performed at each site. The USACE shall provide its evaluation of the SI. Upon resolution of any areas of divergence, FEMA and USACE shall agree on the directions issued in the Supplemental Instructions.

II. Survey Identified, Federally Owned Fuel Storage Tanks

The USACE shall visit each of the stations listed in the listing below. These stations have been determined to have federally owned underground/aboveground storage tanks (UST/AST). The USACE shall gather sufficient information during the site visit to determine the cost of removal, replacement, or modification. The USACE shall also consider the cost of other services, e.g. design, project management, engineering, construction, and/or environmental restoration; in the estimate, where necessary.

EAS Sites – Removal Only

	CALL SIGN	CITY, STATE	TANK	FUEL	SIZE
Region I					
	WHDH	Needham, MA	UST	Diesel	5020
	WAGM1	Presque Isle, ME	UST	Diesel	2000
	WKXL	Concord, NH	UST	Diesel	1000
	WMOU1	Berlin, NH	AST	Diesel	275
	WERI1	Westerly, RI	UST	Diesel	1000
	WERI2	Westerly, RI	UST		
	WWLI	Providence, RI	UST	Diesel	2000
	WDEV1	Waterbury, VT	UST	Diesel	2000
	WIKE1	Newport, VT	UST	Diesel	1000
	WSTJ1	St. Johnsbury, VT	UST	Diesel	1000
	WSYB1	Rutland, VT	UST	Diesel	1000
	WTSA	Brattleboro, VT	UST	Diesel	300
Region II					
	WRAT	South Belmar, NJ	UST	Diesel	550
	WALL1	Middletown, NY	AST	Diesel	230
	WCBS1	New York, NY	UST	Diesel	6000
	WENY1	Elmira, NY	UST	Diesel	2000
	WGY2	Albany, NY	UST	Diesel	5000
	WHEN1	Liverpool, NY	UST	Diesel	2000
	WIBX1	Utica, NY	UST	Diesel	2000
	WPTR1	Albany, NY	UST	Diesel	1000
	WRGB1	Schenectady, NY	UST	Diesel	20000?
Region III					
	WKIK1	Leonardtown, MD	AST	Diesel	275
	WKIK2	Leonardtown, MD	AST	Diesel	275
	WNAV1	Annapolis, MD	AST	Diesel	2000
	WCED1	DuBois, PA	AST	Diesel	550
	WCED2	DuBois, PA	AST	Diesel	550
	WHP1	Harrisburg, PA	AST	Diesel	275
	WNAE1	Warren, PA	UST	Diesel	2000
	WCHV1	Charlottesville, VA	UST	Diesel	1000
	WFLS1	Fredericksburg, VA	UST	Diesel	2000
	WMEV	Marion, VA	UST	Diesel	500
	WMVA1	Martinsville, VA	UST	Diesel	550
	WMVA2	Martinsville, VA	UST	Diesel	1500
	WZAP	Bristol, VA	AST	Diesel	1500
	WLTP	Parkersburg, WV	UST	Diesel	1000
	WKKW1	Morgantown, WV	UST	Diesel	1000
	WRON1	Ronceverte, WV	AST	Diesel	1000
	WTKZ1	Huntington, WV	AST	Diesel	1500
	WVOW1	Logan, WV	AST	Diesel	2000
	WXIL1	Parkersburg, WV	UST	Diesel	2000

	CALL SIGN	CITY, STATE	TANK	FUEL	SIZE
Region IV					
	WAAX1	Gadsen, AL	UST	Diesel	1000
	WERC1	Birmingham, AL	AST	Diesel	1500
	WAQI1	Miami, FL	AST	Diesel	4000
	WAQI2	Miami, FL	AST	Diesel	4000
	WIOD1	Miami, FL	UST	Diesel	3000
	WMFJ1	Ormond, FL	AST	Diesel	250
	WMFJ2	Ormond, FL	AST	Diesel	250
	WJCL2	Savannah, GA	UST	Diesel	2000
	WWGS	Tifton, GA	UST	Diesel	3000
	WHAS1	Louisville, KY	UST	Diesel	3000
	WLAP1	Lexington, KY	UST	Diesel	2000
	WLAP2	Lexington, KY	UST	Diesel	2000
	WCJU1	Columbia, MS	AST	Diesel	550
	WGRM1	Greenwood, MS	AST	Diesel	1000
	WMOX1	Meridian, MS	AST	Diesel	2000
	WMSI1	Jackson, MS	AST	Diesel	2000
	WQIS1	Laurel, MS	UST	Diesel	1000
	WBT1	Charlotte, NC	AST	Diesel	6000
	WRRF1	Washington, NC	AST	Diesel	1500
	WRRF2	Washington, NC	AST	Diesel	1500
	WRSF3	Nags Head, NC	AST	Propane	
	WWGP1	Sanford, NC	UST	Propane	1000
	WVOC1	Columbia, SC	AST	Diesel	2000
	WDOD1	Chattanooga, TN	AST	Diesel	1500
	WDXL1	Lexington, TN	AST	Gasoline	1000
	WENK1	Union City, TN	AST	Propane	1000
Region V					
	WDDD1	Marion, IL	AST	Propane	
	WDDD2	Marion, IL	AST	Propane	
	WKBF1	Rock Island, IL	AST	Diesel	1500
	WCSI	Columbus, IN	AST	Diesel	250
	WGCL	Bloomington, IN	UST	Diesel	1000
	WIBC1	Indianapolis, IN	UST	Diesel	6000
	WWOK	Evansville, IN	AST	Propane	1000
	WKHM1	Jackson, MI	AST	Diesel	2000
	WKZO1	Kalamazoo, MI	AST	Diesel	1500
	WOOD	Grand Rapids, MI	AST	Diesel	1000
	WLTP	Belpre, OH	UST	Diesel	1000
	WRFD1	Columbus, OH	AST	Diesel	4000
	WSPD2	Toledo, OH	AST	Diesel	1000

	CALL SIGN	CITY, STATE	TANK	FUEL	SIZE
Region VI					
	KAMD1	Camden, AR	AST	Diesel	1000
	KAMD2	Camden, AR	UST	Diesel	2000
	KUOA1	Siloam, AR	AST	Diesel	1000
	KNOE1	Monroe, LA	AST	Propane	1150
	WJBO1	Baton Rouge, LA	AST	Diesel	2000
	WQUE	New Orleans, LA	AST	Propane	
	KOMA3	Moore, OK	UST	Diesel	5000
	KQLL1	Owasso, OK	AST	Diesel	1000
	KRMG2	Tulsa, OK	AST	Diesel	5000
	KTLS1	Ada, OK	AST	Diesel	580
	KTLS2	Ada, OK	AST	Diesel	1500
	KCRS1	Midland, TX	AST	Diesel	1500
	KDNT1	Denton, TX	AST	Diesel	1000
	KEYS1	Corpus Christi, TX	AST	Diesel	1000
	KGBT1	Harlingen, TX	AST	Diesel	5000
	KGNC2	Amarillo, TX	AST	Diesel	2000
	KIUN1	Pecos, TX	AST	Diesel	500
	KIUN2	Pecos, TX	AST	Diesel	500
	KLIF1	Dallas, TX	UST	Diesel	7000
	KXYZ	Pasadena, TX	UST	Diesel	1500
	WOA1	San Antonio, TX	UST	Diesel	2000
Region VII					
	KICD1	Spencer, IA	AST	Diesel	1500
	KICD2	Spencer, IA	UST		
	KRNT	Des Moines, IA	UST	Diesel	150
	KWLO1	Waterloo, IA	UST	Diesel	1500
	KWLO2	Waterloo, IA	UST	Diesel	500
	WHO1	Des Moines, IA	AST	Diesel	5000
	KKHT	Springfield, MO	AST	Diesel	3000
	KMOX	St. Louis, MO	UST	Diesel	6000
	KWIX	Moberly, MO	AST	Propane	1000
	KBRL1	McCook, NE	AST	Diesel	1000
	KHMJ	Grand Island, NE	AST	Propane	3000
	KSID1	Sidney, NE	AST	Diesel	550
Region VIII					
	KIUP1	Durango, CO	AST	Diesel	750
	KVFC1	Cortez, CO	AST	Propane	500
	KVFC2	Cortez, CO	AST	Propane	500
	KGVO1	Missoula, MT	AST	Propane	1000
	KGVO2	Missoula, MT	AST	Propane	1000
	KGVO3	Missoula, MT	AST	Propane	1000
	KLCB3	Libby, MT	UST	Diesel	700
	KLTZ1	Glasgow, MT	AST	Propane	1000

	CALL SIGN	CITY, STATE	TANK	FUEL	SIZE (continued)
Region VIII					
	KPRK	Livingston, MT	AST	Diesel	500
	KXLO1	Lewiston, MT	AST	Diesel	1000
	KGFX1	Pierre, SD	AST	Propane	1000
	KGFX2	Pierre, SD	AST	Propane	1000
	KGFX3	Pierre, SD	AST	Propane	1000
	KSOO1	Sioux Falls, SD	AST	Diesel	2000
	KLO1	Ogden, UT	AST	Diesel	2000
	KOVO1	Provo, UT	AST	Diesel	1000
	KOVO2	Provo, UT	AST	Diesel	1000
	KSVC	Richfield, UT	AST	Diesel	1000
	KVNU1	Logan, UT	AST	Diesel	550
	KOVE1	Lander, WY	AST	Diesel	750
	KSGT2	Jackson, WY	AST	Propane	
	KTHE1	Thermopolis, WY	UST	Diesel	
	KWYO	Sheridan, WY	AST	LPG	1000
Region IX					
	KBLU1	Yuma, AZ	AST	Diesel	500
	KOOL1	Phoenix, AZ	AST	Diesel	1000
	KCBQ1	Santee, CA	AST	Diesel	6000
	KCLB1	Coachella, CA	AST	Diesel	3000
	KFI	Los Angeles, CA	UST	Diesel	6000
	KKLQ	San Diego, CA	AST	Diesel	2000
	KMYC1	Marysville, CA	AST	Diesel	200
	KNX	Los Angeles, CA	UST		
	KSCO2	Santa Cruz, CA	AST	Diesel	2000
	KSYC1	Yreka, CA	UST	Diesel	1000
	KUKI	Ukiah, CA	AST	Diesel	1000
	KKON1	Kealahou, HI	AST	Diesel	1000
	KMVI1	Kahului, HI	AST	Diesel	1000
	KPUA1	Hilo, HI	AST	Diesel	550
	KQLO	Reno, NV	AST	Diesel	500
Region X					
	KINY1	Juneau, AK	AST	Diesel	500
	KTKN	Ketchikan, AK	AST	Diesel	500
	KSPT1	Sandpoint, ID	AST	Diesel	215

National Primary EAS Sites – Remove & Replace or Upgrade

Region II					
	WKAQ	San Juan, PR	AST	Diesel	800
	WSTA	St. Thomas, VI	AST	LPG	
Region III					
	WRXL	Richmond, VA	AST Upgrade in progress		

	CALL SIGN	CITY, STATE	TANK	FUEL	SIZE
Region IV					
	WGTO	Ocoee, FL	AST Upgrade in progress		
	WMAZ1	Macon, GA	UST	Diesel	5000
	WMAZ2	Macon, GA	UST	Diesel	5000
	WQDR	Raleigh, NC	AST	Diesel	10000
Region V					
	WLS1	Chicago, IL	UST	Diesel	5000
	WLS2	Chicago, IL	UST	Diesel	6000
	WWWE1	Cleveland, OH	UST	Diesel	5000
	WWWE2	Cleveland, OH	UST	Diesel	5000
Region VI					
	WBAP1	Ft. Worth, TX	AST	Diesel	8000
	WBAP2	Ft. Worth, TX	AST	Diesel	8000
	KTRH1	Houston, TX	AST	Diesel	6000
	KTRH2	Houston, TX	AST	Diesel	4000
Region IX					
	KCBS1	San Francisco, CA	AST	Diesel	5000
	KCBS2	San Francisco, CA	AST	Diesel	5000
	KFWB	Hollywood, CA	UST	Diesel	12000
	KROW2	Reno, NV	UST	Diesel	5000
	KROW3	Reno, NV	UST	Diesel	5000

III. Project Management and Coordination

The DA shall provide all management and coordination services required to ensure that this work is accomplished on time and within budget. Project management and coordination will include work required to comply with State and local requirements for completing this portion of the project. DA shall provide all services required to manage and coordinate this work among its various U.S. Army Corps of Engineers (USACE) Divisions and Districts. In addition DA shall provide quality assurance reviews of the work, including reviewing, checking, and coordinating the any design work that may be produced.

FEMA and USACE representatives shall coordinate all requests for assistance under this SOW and shall serve as point of contact between FEMA and DA on matters pertaining to this SOW. FEMA and USACE may designate other officials to perform some or all of their responsibilities under this SOW.

IV. Project Meetings

The USACE shall meet with FEMA project manager on this task and shall internal/external meetings, as necessary, to accomplish the work.

MEMORANDUM OF AGREEMENT
BETWEEN THE
FEDERAL EMERGENCY MANAGEMENT AGENCY
AND THE
UNITED STATES DEPARTMENT OF THE ARMY

I. PURPOSE AND AUTHORITY

This Memorandum of Agreement (MOA) commits the U.S. Department of the Army (DA) to furnish technical assistance to the Federal Emergency Management Agency (FEMA) in connection with FEMA's Underground Storage Tank (UST) Project (the Project) at Emergency Broadcast System (EBS) sites throughout the United States. This MOA is entered into pursuant to the Federal Civil Defense Act of 1950, as amended (50 U.S.C. § 2251), and the Departments of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1993 (P.L. 102-389).

II. SCOPE

Subject to the terms of this MOA, the DA will provide all services required to perform technical assistance in support of the Project at EBS station sites. These services include a broad spectrum of investigation, design, project management, engineering, construction, environmental restoration, compliance and waste management services, to FEMA Headquarters to assist FEMA in meeting its requirements under the Resource Conservation and Recovery Act (RCRA) and the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended by the Superfund Amendments and Reauthorization Act (SARA), and other related environmental statutes. Upon FEMA's request and the DA's agreement, the DA may also provide other services relating to the Project to FEMA. FEMA and its predecessor agencies have provided fuel storage at protected EBS stations to promote their ability to remain on the air during emergencies. Pursuant to the requirements of RCRA, FEMA has initiated the Project to identify, evaluate, and remediate the USTs located at these stations nationwide. Subject to the terms of this MOA, the DA will provide services at EBS stations (approximately 300 privately-owned sites) identified by FEMA as requiring removal, replacement, repair or retrofitting of USTs, including cleanup of contamination associated with leaks or spills from the tanks.

As an initial step, FEMA shall provide the DA with written Draft Supplemental Instructions (DSIs), which

may group sites geographically and which shall include plans, specifications, and general schedules and cost estimates for the work to be performed at each site. The DA shall provide its evaluation of the DSI. Upon resolution of any areas of divergence, FEMA shall issue the Supplemental Instructions as written Final Supplemental Instructions (FSIs).

III. INTERAGENCY COMMUNICATIONS

To provide for consistent and effective communication between FEMA and the DA, FEMA and the DA shall each appoint a representative to discuss activities required under this MOA.

The FEMA and DA representatives shall coordinate all requests for assistance under this MOA and shall serve as points of contact between FEMA and the DA on matters pertaining to this MOA. FEMA and the DA may designate other officials to perform some or all of their responsibilities under this MOA.

IV. RESPONSIBILITIES OF THE PARTIES

A. Responsibilities of the DA

The DA shall provide services to FEMA within the scope specified in Article II of this MOA and pursuant to FSIs issued by FEMA in accordance with Article V of this MOA. Such services shall be provided in accordance with the purpose, terms, and conditions of this MOA, and with specific requirements set forth in individual FSIs that specify one or more individual tasks. The DA reserves the right to decline work under this MOA in the event of national emergency.

The DA shall use its best efforts to provide FEMA with the technical services necessary to achieve the Project objectives within the budget and broad schedule provided for in applicable FSIs.

The DA shall provide support to FEMA through a combination of contracts and in-house effort.

The DA shall perform any coordination with state and local agencies that proves necessary during the implementation of an FSI.

The DA shall advise FEMA of any changes it deems necessary to a DSI or, during the course of implementation, to an FSI.

B. Responsibilities of FEMA

FEMA shall use the DA's services within the scope described in Article II of this MOA.

FEMA shall fully fund all costs and expenses incurred by the DA in connection with work done pursuant to this MOA and individual FSIs.

FEMA shall develop scope of work and shall, with the DA's agreement, further define the scope of work for individual sites as the need arises.

FEMA shall issue DSIs and FSIs, in accordance with Article V of this MOA.

FEMA shall obtain for the DA access to all construction sites, rights of entry, and any support facilities as required for each FSI.

FEMA shall, if required by the Office of Management and Budget, confirm the DA's manpower requests for tasks assigned in the FSIs.

V. PROCEDURE

A. Supplemental Instructions

The DA shall furnish technical services related to the Project pursuant to the terms and conditions of this MOA and to Supplemental Instructions drafted, evaluated, and issued as provided in this Article.

(1) FEMA shall issue Supplemental Instructions in two phases: (a) DTO; and (b) FSI. No work, except for the DA's technical evaluation of DSIs, shall be performed under this MOA until FEMA issues an FSI specifying performance of services under this MOA to the DA representative.

(2) FEMA shall issue DSIs to the DA for the work within the scope described in Article II of this MOA. A DSI shall include plans, specifications and a generalized schedule and cost estimate for the work contemplated. FEMA shall also designate its individual Project Manager for the services contemplated by the DSI.

(3) The DA shall notify FEMA of receipt of each DSI within a week of receipt.

(4) The DA shall then provide FEMA with the DA's evaluation of the DSI, including any revisions the DA deems necessary to the plans, specifications, schedule and cost estimate. In addition, the DA's evaluation shall include a specified cost estimate covering labor hours, travel and per-diem and other direct costs. The DA shall also designate its individual Project Manager for the services contemplated by the DSI and shall notify FEMA of the DA's costs for performing this evaluation.

(5) FEMA and the DA shall seek to resolve any areas in which the DSI and the DA's evaluation diverge.

(6) In accordance with the DA's determination of scope, schedule, cost estimate, and plans and specifications, FEMA shall issue an FSI authorizing the commencement and accomplishment of work and guaranteeing payment. An FSI shall be numbered serially, shall reference the Inter Agency Agreement (IAA) number and shall contain:

- A description of the remediation or replacement services to be performed and of the location of the project(s) or site(s) to which those services relate;
- Broad schedules, including the period of performance and delivery date, if appropriate;
- Plans and specifications for the work;
- Estimated cost;
- A funding document stating the amount of funds FEMA authorizes the DA to use for the execution of the services described;
- The name of FEMA's individual Project Manager, who shall act as FEMA's designated representative for further communication related to that particular FSI; and
- Such other particulars as are necessary to describe clearly the duties of the parties regarding that FSI.

(7) FEMA shall send DSIs and FSIs issued pursuant to paragraphs A(2) and (5) of this Article to the DA's representative designated in accordance with Article III of this MOA.

B. Changes to an FSI

In the event an FSI contains omissions, is not clearly understood, or requires alteration after the commencement of work, the DA shall notify FEMA

immediately upon discovery of the need for clarification or amendment. The DA may make clarifications or amendments that will not require funds in excess of the contingency amount. For all other changes, FEMA may issue a written change to the FSI upon agreement of FEMA and the DA. However, in the case of missing technical data, the DA may obtain that data directly from FEMA's Project Manager.

C. Manifests and Related Documents

DA personnel are authorized to execute all manifests and related documents, federal and state, on behalf of FEMA that pertain to work performed under this MOA by the DA or its contractors. DA personnel shall annotate the manifests and related documents with the phrase "On behalf of FEMA." If applicable state regulations do not permit the DA to sign such documents on behalf of FEMA, the DA shall contact the FEMA representative for specific guidance. Upon fiscal and physical completion of work under an FSI, the DA shall forward manifests and related documents to FEMA. The DA shall retain contract-related documents.

D. Records and Reports

The DA shall provide quarterly status reports to FEMA for each FSI issued to DA, including financial reports on all funds received, obligated, and expended. In addition, the DA shall provide FEMA any other reports upon which FEMA and the DA may agree.

E. Imminent Environmental Threats

In the event of a discovery of an imminent environmental threat to human health or property, the DA may make the services of the U.S. Army Corps of Engineers Rapid Response Contract available to FEMA. The DA shall advise FEMA concerning the use of this contract. The Rapid Response Contract shall be used only with FEMA's written advance approval and authorization of funds. The DA shall notify FEMA of the need to use the Rapid Response Contract by means of emergency procedures, if necessary. The DA shall be responsible for coordinating actions under the Rapid Response Contract.

VI. FUNDING

A. General

FEMA shall provide funding resources for all costs

associated with the DA's provision of assistance, including meritorious claims and liability. FEMA hereby obligates and provides an initial amount of funds as indicated in Block 11 of the FEMA-IA form 40-3 attached to this MOA, which is an integral part of this MOA. FEMA shall obligate and provide additional funds as necessary and as provided in future appropriations acts.

B. Technical Review Funding

So that the DA can conduct its technical review of DSIs issued by FEMA, FEMA shall provide funds sufficient for the DA to review all DSIs. The amount of these funds shall be agreed upon by FEMA and the DA, and may be supplemented by mutual agreement. FEMA shall advance these funds prior to the DA reviewing the first DSI issued by FEMA.

C. Procedure

(1) FEMA shall clearly identify in each FSI the amount of funds it authorizes the DA to spend to accomplish the work specified in that FSI. Funding authorized for each FSI shall include sufficient funds for the DA's management of the work and an appropriate contingency amount.

(2) If the DA forecasts its actual costs to exceed the amount of funds authorized for an individual FSI, the DA shall promptly notify FEMA of the amount of additional funding necessary. FEMA shall either authorize the use of additional funds in writing, require that the scope of the assistance be limited to that which can be financed by the previously authorized funds, or direct termination of the FSI.

(3) Within 120 days of the completion of the work under an FSI, the DA shall conduct a final accounting to determine the actual cost of the work. Within 120 days of the completion of this accounting, the DA shall return any funds paid by FEMA in excess of actual costs.

(4) In the event additional costs, such as meritorious claims or liability, arise, FEMA shall provide additional funding as necessary subject to the availability of funds and, if necessary, shall seek such funding in future appropriations acts.

VII. CONTRACT CLAIMS AND DISPUTES

All claims and disputes by contractors arising under or relating to contracts awarded by the DA shall be resolved in accordance with Federal law and the terms of the individual contract. The DA has dispute resolution authority for these claims. Any contracting officer's final decision may be appealed by the contractor pursuant to the Contract Disputes Act of 1978 (41 U.S.C. §§ 601-613). The U.S. Army Corps of Engineers Board of Contract Appeals (ENG BCA) is designated as the appropriate board of contract appeals.

In lieu of appealing to the ENG BCA, the contractor may bring an action directly to the United States Claims Court. The DA shall be responsible for litigating all such appeals. The DA shall consult FEMA regarding any settlement negotiations.

VIII. LIABILITY

If liability of any kind is imposed on the United States relating to the DA assistance or services under this MOA, the DA will accept accountability for its actions, but FEMA shall remain responsible as the program proponent for seeking any appropriations and providing such funds, in accordance with Article VI, as are necessary to discharge this liability.

IX. DISPUTE RESOLUTION

The parties agree that in the event of disputes between parties, both the DA and FEMA shall use their best efforts to resolve those disputes in an informal fashion through consultation and communication. The parties agree that, in the event that informal consultation and communication fail to resolve the dispute, the dispute shall be referred for resolution to the Office of Management and Budget or to such other entity as the parties may mutually agree in writing.

X. PUBLIC INFORMATION

Justification and explanation of FEMA programs before Congress and other agencies, departments, and offices of the Federal Executive Branch shall be the responsibility of FEMA. However, the DA will provide, upon request, any technical assistance necessary to support FEMA's justification or explanations of FEMA programs conducted pursuant to this MOA. The DA will make public announcements and respond to all inquiries

relating to the ordinary procurement and contract award and administration process.

FEMA and the DA shall make their best efforts to give the other party at least three business days notice before making a public statement regarding the planning, process, or operation of the projects covered by FSIs entered into pursuant to this MOA. In the event there is not time to make advance notice, FEMA and the DA shall notify the other party as soon as practicable but no later than 24 hours after a public statement. Such notice shall be communicated through the representatives designated pursuant to Article III of this MOA.

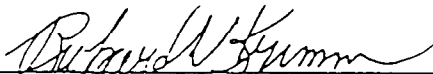
XI. IMPLEMENTATION

FEMA and the DA shall issue instructions to their respective field organizations concerning the implementation of this MOA.

XII. EFFECTIVE DATE, AMENDMENT, AND TERMINATION

This MOA shall become effective when signed by the DA and FEMA. It may be modified or amended only by written agreement. Either the DA or FEMA may terminate this MOA by providing sixty (60) calendar days written notice to the other party. The termination shall be effective upon the sixtieth calendar day following notice, unless a later date is set forth. In the event of termination, FEMA shall continue to be responsible for all costs incurred by the DA under this MOA and for the costs of closing out or transferring any ongoing contracts. This agreement shall be reviewed triennially.

Federal Emergency Management
Agency

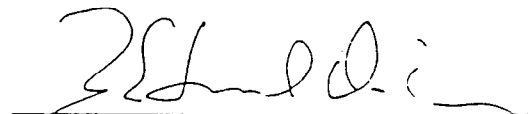


Richard W. Krimm

Deputy Associate Director,
State and Local Programs
and Support

Date: 4/1/93

U.S. Department of the Army



G. Edward Dickey
Acting Assistant Secretary
of the Army (Civil Works)

Date: Apr 8, 1993